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Tarrant County Texas

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Douglas Hinkley

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**AMENDMENT TO
OIL AND GAS LEASE**

STATE OF TEXAS §
COUNTY OF TARRANT §

WHEREAS, an Oil and Gas Lease dated March 18, 2008, was granted by The Village at Pleasant Ridge, a Texas non-profit corporation ("Lessor"), to Lodge Energy, L.P. ("Lessee"), as recorded in Instrument Number D208148316, Official Public Records, Tarrant County, Texas (the "Lease"), for a tract of Land described as follows:

Being 1.379 acres of land, more or less, being Lot 3R1B, Plat Revision of L. Ramey Addition, an Addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Cabinet A, Slide 6336, Plat Records, Tarrant County, Texas; and;

WHEREAS, said Lease was assigned from Lodge Energy, L.P., to The Caffey Group, L.L.C., on October 22, 2009, as recorded in Instrument Number D209280968, Official Public Records, Tarrant County, Texas; and

WHEREAS, said Lease was assigned from The Caffey Group, L.L.C., to Vantage Fort Worth Energy LLC, on October 23, 2009, as recorded in Instrument Number D209285079, Official Public Records, Tarrant County, Texas; and

WHEREAS, it is the mutual desire of Lessor and Lessee to amend the Lease in the manner provided for herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Lease is amended as follows:

A. **Paragraph 2** – The "Primary Term" is to be changed from Two (2) years to (3) years; and

B. **Paragraph 5** - is hereby stricken in their entirety and replaced with the following:

"Lessee shall have the right to pool all of the Land or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by

this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the Land, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed forty (40) acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed six hundred forty (640) acres plus a maximum acreage tolerance of 10%. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on twenty-four (24) hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the Land shall be treated as if it were production, drilling or reworking operations on the Land, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this Lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold or consumed by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. Further, in making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the Land is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

The pooled unit will become effective when Lessee files in the Real Property Records of the county where the Land is located a document describing the pooled acreage and depths for the pooled unit. Lessee may at its election exercise its pooling option before or after commencing operations. Operations for drilling on or production of oil or gas from any part of a pooled unit that includes the Land covered by this Lease shall be considered as operations on or production of oil or gas from the portion of the Land included in the pooled unit. There shall be allocated to the Land included in the pooled unit that prorated portion of the oil and gas, or either of them, produced from the pooled

unit that the number of mineral acres of the Land included in the unit bears to the total number of mineral acres included in the unit. Royalties shall be computed on the portion of production allocated to the Land. No part of the Land may be included in a pooled unit unless all of the Land is included in said pooled unit."

EXCEPT as amended hereby, the Lease shall remain in full force and effect according to its original terms. For the same consideration above recited, Lessor hereby ratifies, confirms and adopts said Lease as hereby amended, and leases and lets the leased premises to Lessee according to the terms of the Lease as amended hereby. Lessor acknowledges the Lease, as amended hereby, to be valid, subsisting and in full force and effect.

Executed this 22 day of January, 2010, but effective as of March 18, 2008.

LESSOR:

The Village of Pleasant Ridge, a Texas non-profit corporation

By:

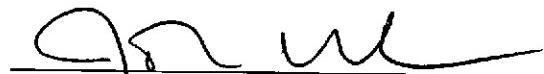


James Burleson, President

LESSEE:

Vantage Fort Worth Energy LLC

By:

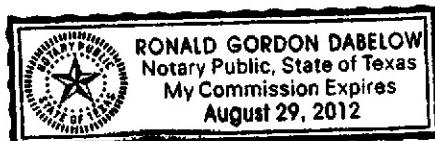


John D. Wehrle, Vice President

ACKNOWLEDGMENTS

STATE OF TEXAS
COUNTY OF TARRANT

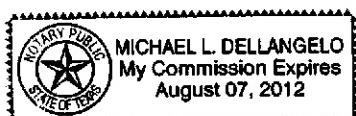
This instrument was acknowledged before me on this 22 day of JANUARY, 2010, by James Burleson, President of The Village at Pleasant Ridge, a Texas nonprofit corporation, on behalf of said nonprofit corporation.



Notary Public, State of Texas
Printed Name: Ron G. DABELOW
My Commission Expires: Aug. 29, 2012

Texas
STATE OF COLORADO
COUNTY OF TARRANT
CITY OF ARAHIDE

This instrument was acknowledged before me on this 26 day of January, 2009, by John D. Wehrle, Vice President of Vantage Fort Worth Energy LLC, a Delaware limited liability company, on behalf of said limited liability company.



Notary Public, State of Texas
Printed Name: Michael Dell'Angelo
My Commission Expires: 9/7/2012